

there were in the establishment a greater number of bottles than specified, they were to be given in. The cash payment, the mortgage, the fixtures, bottles, &c., amounting to the sum of \$8,250, to which was to be added a stock of porter, ale and cider, to the amount of \$400, at the price stipulated in the agreement, leaving a balance of \$61 to be paid on the day of settlement. And to the performance of these mutual stipulations, the parties bound themselves, each to the other, in the sum of \$1,800.

The bill alleges that the farm, which the complainant, Ridgeway, thus agreed, for the considerations mentioned, to convey to the defendant, was the property of his (the complainant's) wife, she being a co-complainant, and that, with her consent, he entered into the contract. That in pursuance thereof, he and his said wife, did execute, and deliver, to the defendant, a deed in fee simple for the farm, which the said defendant has had enrolled, and that he, the defendant, hath also taken possession of the personal property, and crops, in said articles of agreement mentioned. That in getting possession of said deed and property, the said defendant has perpetrated upon complainants, a fraud, and that he obtained the possession by falsely pretending that there belonged to said establishment, bottles of the value of \$5,000, at the price stipulated, when, in truth and in fact, there were only \$999 30 cents worth, wherefore, the bill charges that the deficiency in the value of said bottles of \$4,000 70, constitutes a charge upon said land, as purchase money, for the payment of which it is liable to be sold, also for the further sum of \$200, part of the \$800 to have been paid by the defendant in cash, the defendant having paid but \$600, on account thereof.

The bill then charges that complainants have been informed, and believe, that defendant is trying to sell the real and personal estate, for the purpose of converting the same into money, that he may depart for foreign parts, and thus escape his responsibility to the complainants.

The prayer is for an injunction, and receiver, and that the property may be sold for the payment of complainant's claim, and for further relief.